

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into this 28 day of September, 2018, by and between **Priscilla Gonzalo** ("Claimant") and the **Orange County Board of Education** ("Board"), a local board of education organized and existing under Chapter 115C of the North Carolina General Statutes ("Board") (collectively, "Parties"). The plain intent of this Agreement is to forever resolve and conclude any and all possible claims Claimant has or may have against the Board.

WHEREAS, Claimant is a resident of Greensboro, North Carolina, and the owner of a 2016 Ford Focus with North Carolina license plate FDJ-7985 ("Vehicle"); and

WHEREAS, on or about July 19, 2018, a service truck owned by the Board and driven by Derrick Woods, an employee of the Board, was involved in a four-car accident in Rowan County, North Carolina, as described in the attached accident report; and

WHEREAS, Claimant alleges that her Vehicle was physically damaged, as described in the attached repair estimate, due to the negligence of Mr. Woods, and that she has incurred or will incur expense for the repair of her Vehicle and for a temporary rental vehicle ("Claim"); and

WHEREAS, Claimant did not suffer any bodily injury or other damages; and

WHEREAS, the Board desires to reach an amicable resolution to the Claim as provided herein.

NOW, THEREFORE, in consideration of the promises, releases and other consideration contained herein, the receipt and adequacy of which are hereby



acknowledged, the Parties agree as follows:

Section 1. Voluntary Execution. Each party represents and warrants to the other party that: (a) Such party has been fully informed of and has full knowledge of the terms and contents of this Agreement; (b) Such party has received or had an opportunity to receive the counsel and assistance of such party's attorney(s) with respect to all aspects of this Agreement, including but not limited to, the terms, contents, and consequences of this Agreement; (c) Such party is authorized to execute this Agreement in his or her name and on behalf of other property owners allegedly damaged thereby, being under no disability to do so; and (d) Such party has executed this Agreement, or has caused this Agreement to be duly and properly executed by its authorized officers and/or representatives, as the party's own free and voluntary act, with the intention to be bound hereby.

Section 2. Purpose of Settlement. It is expressly understood and agreed by the Parties that this Agreement is not an admission of any wrongdoing by any party. The Parties agree not to represent to any person or entity that this Agreement or any payment provided herein is an admission of wrongdoing or fault on the part of any party. It is expressly understood that the settlement provided herein is made for the purpose of avoiding the expense and disruption of litigation. This Agreement shall not be admissible as evidence of liability or wrongdoing in any proceeding of any kind. The Parties agree and acknowledge that the actions taken by both parties pursuant to this Agreement shall be made and accepted as a full, complete, final, and binding compromise of matters in dispute, and that no past or present wrongdoing on the part



of any Party shall be implied by this Agreement.

Section 3. Payment. The Orange County Board of Education shall pay to Priscilla C. Gonzalo the total sum of **One Thousand, Six Hundred Twenty-Six Dollars and Sixty-Six Cents (\$1,626.66)** in consideration of the General Release provided in Section 4.

Section 4. General Release Of All Claims By Claimant. Claimant, for herself and her heirs, successors and assigns, does hereby forever discharge and release the Board, its current and former members, officials, representatives, agents, employees, independent contractors, successors, assigns, risk pool managers and insurers from any and all liability, claims, demands, rights, actions or causes of action of any kind or character whatsoever, whether at law or in equity, known or unknown, which Claimant now has or hereafter may have, arising out of or on account of the facts, circumstances, or matters asserted or that could have been asserted with respect to the Claim or any other action or allegation stated herein.

Section 5. Present and Future Consequences Covered By Release. The parties warrant that they are entering into this Agreement after consultation with or opportunity to consult with their attorneys and other advisors with regard to all aspects of the matter at hand, and in doing so has taken into consideration the fact that unexpected consequences may result in the future from the events, circumstances and occurrences giving rise to or related to the Claim. The parties further warrant that no promise or inducement not herein expressed has been made to them, and that in entering this Agreement they do not rely upon any statement or representation made by

any party released, including their attorneys, agents, or representatives, concerning the nature, extent, or duration of any losses or damages, or the legal liability therefor, which results from, or may be a consequence of the released claims.

Section 6. Indemnification. Claimant acknowledges that she will be responsible for using the proceeds of the settlement to satisfy any and all presently existing claims for damage to the Vehicle. Claimant acknowledges that she is solely responsible for the payment of any and all existing or future expenses arising from the Claim, and hereby agrees to defend and indemnify the Board, its members, officials and employees from any claim against them for any of Claimant's expenses including, but not limited to, any repair expenses arising in any way from the matters raised or that could have been raised in connection with this matter. If a lien or reimbursement or subrogation right is asserted against the proceeds herein or against the Board, its members, officials or employees, then the undersigned Claimant covenants to pay and satisfy such asserted lien or reimbursement or subrogation right, or to satisfy the same on a compromise basis, and to obtain in any event a release of the Board from any costs, expenses, attorney fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of such lien or reimbursement or subrogation right by any entity having such right. This Agreement shall not impair the right of the Board to seek reimbursement or recovery of the Settlement Payment from a third party who has, or may later be determined to have, responsibility or liability to Claimant for the damages set forth herein.

Section 7. Warranty of Capacity. The parties warrant that they are legally

competent to execute this Agreement and represent that they have executed it with full knowledge and understanding of its contents and its legal consequences and of their own free will.

Section 8. Binding. All provisions of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the Parties, their respective representatives, successors, and assigns.

Section 9. Adequacy of Consideration. The Parties hereby acknowledge that the terms of this Agreement are supported by mutual, adequate, and binding consideration.

Section 10. Entire Agreement. This Agreement contains the entire understanding between the Parties concerning the subject matter hereof. It supersedes any prior understanding or agreement between them respecting its subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, relating to the subject matter of this Agreement. No changes, amendments, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the Parties.

Section 11. Severability. The provisions of this Agreement are severable, and if any part of this Agreement is found to be unenforceable, the other parts shall remain fully valid and enforceable.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will

constitute one and the same instrument.


Section 13. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

Section 14. Further Assurances; Contingency. The Parties shall execute all instruments and shall take all such actions as are requested and appropriate to effectuate this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunder set their respective hands and seals on the day and year first above written.

CLAIMANT

(SEAL)


Priscilla C. Gonzalo, Claimant

Sworn to (or affirmed) and subscribed before me this day by Priscilla C. Gonzalo.

I have personal knowledge of the identity of the principal; or


☒ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a; or

A credible witness has sworn to the identity of the principal.

Date: 9/28/18

(Official Seal)




Official Signature of Notary Public


Brett P Obringer, Notary Public
Notary's printed/typed name

My commission expires: March 19, 2023

**ORANGE COUNTY
BOARD OF EDUCATION**

_____(SEAL)
By: Brenda Stephens, Board Chair

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

 10-1-2018

Finance Officer